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2-0751646
No. MAR 15 1982
Date MAR 16 1982-1 35 PM
Fee \$ 20.00
INTERSTATE COMMERCE COMMISSION
ICC Washington, D. C.

March 15, 1982

Union Tank Car Company
Equipment Trust Financing Dated as of
February 15, 1982
16-1/2% Equipment Trust Certificates due
March 1, 1997
(Series H-1)

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Union Tank Car Company for filing and recordation counterparts of the following document:

First Supplement dated as of February 15, 1982, among American National Bank and Trust Company of Chicago, as Trustee, HGA Corporation, as Owner, and HG, Inc., as Guarantor.

The First Supplement supplements an Equipment Trust Agreement dated as of February 15, 1982, previously filed and recorded with the Interstate Commerce Commission on March 2, 1982, at 12:25 p.m., Recordation Number 13576.

The First Supplement substitutes a new Schedule C (Payments) to the Equipment Trust Agreement.

Please file and record the First Supplement submitted with this letter and assign it Recordation Number 13576-A.

NOTE -
Cross index Request
on next page - cross as set
under 13329 -

We thank this
file to number
13576-A
but please
check your file

Handwritten signature/initials

Please cross-index the First Supplement under
Recordation Number 13329.

Enclosed is a check for \$20 payable to the
Interstate Commerce Commission for the recordation fee for
the First Supplement and to cover the requested cross-index-
ing referred to above.

Please stamp all counterparts of the enclosed
document with your official recording stamp. You will wish
to retain one copy of the instrument and this transmittal
letter for your files. It is requested that the remaining
counterparts of the document be delivered to the bearer of
this letter.

Very truly yours,



Ann W. Wooten
as Agent for Union Tank Car
Company.

Ms. Agatha L. Mergenovich, Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

3/16/82

OFFICE OF THE SECRETARY

**Ann W. Wooten
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005**

Dear
Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **3/16/82** at **1:35pm**, and assigned recordation number(s). **13576-A**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 13576-A Filed 1425

MAR 16 1982 - 1 35 PM

INTERSTATE COMMERCE COMMISSION

FIRST SUPPLEMENT dated as of February 15, 1982 (the "Supplement"), to the EQUIPMENT TRUST AGREEMENT dated as of February 15, 1982, among AMERICAN NATIONAL BANK AND TRUST COMPANY, a national banking association, as trustee (the "Trustee"), HGA CORPORATION, a Delaware corporation (the "Owner"), and HG, INC., a Delaware Corporation (the "Guarantor").

W I T N E S S E T H:

WHEREAS the Trustee, the Owner and the Guarantor have entered into an Equipment Trust Agreement dated as of February 15, 1982 (the "Original Agreement"), filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 providing for the issuance thereunder of the Trust Certificates in an aggregate principal amount not exceeding \$15,773,012; and

WHEREAS the Company desires to supplement the Original Agreement in order to amend Schedule C thereto describing the payments required to amortize the aggregate principal amount of the Trust Certificates and the registered holders of not less than 66-2/3% of the aggregate unpaid principal amount of the Trust Certificates outstanding have consented to the execution and delivery of this Supplement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and in the Original Agreement, the parties hereto hereby agree as follows:

ARTICLE I.

Definitions

All terms used in this Supplement which are defined in the Original Agreement shall, for all purposes of this Supplement, have the respective meanings given them in the Original Agreement, unless the context otherwise requires.

ARTICLE II.

Amendment

Schedule C hereto is substituted in all respects for Schedule C to the Original Agreement, and all references

in the Original Agreement to "Schedule C" shall be deemed to be references to Schedule C attached hereto.

ARTICLE III.

Miscellaneous

3.1. This Supplement supplements the Original Agreement and shall be a part of and subject to all the terms thereof and, except as supplemented hereby, all the terms and provisions of the Original Agreement are hereby ratified and confirmed and shall continue in full force and effect.

3.2. This Supplement may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee, the Owner and the Guarantor have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the date first above written.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,

by 
Authorized Officer

[Seal]

Attest:


Authorized Officer

HGA CORPORATION,

by 
Authorized Officer

[Seal]

Attest:


Authorized Officer

HG, INC.,

by

Kenneth R. Moore
Authorized Officer

[Seal]

Attest:

William B. Miller
Authorized Officer

STATE OF ILLINOIS,)

) ss.:

COUNTY OF COOK,)

On this 3rd day of March, before me personally appeared RONALD B. BRENNAN, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

[Notarial Seal]

Rebecca Kulbacki
Notary Public

My commission expires August 9, 1983

STATE OF ILLINOIS,)

SS. :

)

On this 3rd day of MARCH 1982, before me
personally appeared A. S. HANDELMAN, to me

personally known, who, being by me duly sworn, says that he is an Authorized Officer of HGA CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires August 18, 1982

[Notarial Seal]

STATE OF ILLINOIS,)

SS. :

)

On this 3rd day of MARCH 1982, before me personally appeared KENNETH R. POSNER, to me

personally known, who, being by me duly sworn, says that he is an Authorized Officer of HG, INC., that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires August 18, 1932

[Notarial Seal]

SCHEDULE C

Payments Required To Amortize
Aggregate Principal Amount

<u>Date</u>	<u>Total Payment</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Remaining Principal Balance</u>
9/1/82	\$1,430,689.18	\$1,297,708.36	\$132,980.82	\$15,640,031.18
3/1/83	1,434,254.31	1,290,302.57	143,951.74	15,496,079.44
9/1/83	1,434,254.31	1,278,426.55	155,827.76	15,340,251.68
3/1/84	1,434,254.31	1,265,570.76	168,683.55	15,171,568.13
9/1/84	1,434,254.31	1,251,654.37	182,599.94	14,988,968.19
3/1/85	1,434,254.31	1,236,589.88	197,664.43	14,791,303.76
9/1/85	1,434,254.31	1,220,282.56	213,971.75	14,577,332.01
3/1/86	1,434,254.31	1,202,629.89	231,624.42	14,345,707.59
9/1/86	1,434,254.31	1,183,520.88	250,733.43	14,094,974.16
3/1/87	1,434,254.31	1,162,835.37	271,418.94	13,823,555.22
9/1/87	1,434,254.31	1,140,443.31	293,811.00	13,529,744.22
3/1/88	1,434,254.31	1,116,203.90	318,050.41	13,211,693.81
9/1/88	1,434,254.31	1,089,964.74	344,289.57	12,867,404.24
3/1/89	1,434,254.31	1,061,560.85	372,693.46	12,494,710.78
9/1/89	1,434,254.31	1,030,813.64	403,440.67	12,091,270.11
3/1/90	1,434,254.31	997,529.78	436,724.53	11,654,545.58
9/1/90	1,434,254.31	961,500.01	472,754.30	11,181,791.28
3/1/91	1,434,254.31	922,497.78	511,756.53	10,670,034.75
9/1/91	1,434,254.31	880,277.87	553,976.44	10,116,058.31
3/1/92	1,434,254.31	834,574.81	599,679.50	9,516,378.81
9/1/92	1,434,254.31	785,101.25	649,153.06	8,867,225.75
3/1/93	1,434,254.31	731,546.12	702,708.19	8,164,517.56
9/1/93	1,434,254.31	673,572.70	760,681.61	7,403,835.95
3/1/94	1,434,254.31	610,816.47	823,437.84	6,580,398.11
9/1/94	1,434,254.31	542,882.84	891,371.47	5,689,026.64
3/1/95	1,434,254.31	469,344.70	964,909.61	4,724,117.03
9/1/95	1,434,254.31	389,739.65	1,044,514.66	3,679,602.37
3/1/96	1,434,254.31	303,567.20	1,130,687.11	2,548,915.26
9/1/96	1,434,254.31	210,285.51	1,223,968.80	1,324,946.46
3/1/97	1,434,254.54	109,308.08	1,324,946.46	.00
Total	\$43,024,064.40	\$27,251,052.40	\$15,773,012.00	

The undersigned registered holders of the Trust
Certificates hereby consent to the execution and delivery
of the foregoing Supplement to the Original Agreement.

~~UNION TANK CAR COMPANY~~

~~by~~

BANKERS LIFE COMPANY,

by

by

THE FRANKLIN LIFE INSURANCE
COMPANY,

by

by

SUN LIFE ASSURANCE COMPANY OF
CANADA,

by

by

MUTUAL SERVICE LIFE INSURANCE
COMPANY,

by

Vice President

THE LAFAYETTE LIFE INSURANCE
COMPANY,

by

Vice President-Securities

FIRST SUPPLEMENT dated as of February 15, 1982 (the "Supplement"), to the EQUIPMENT TRUST AGREEMENT dated as of February 15, 1982, among AMERICAN NATIONAL BANK AND TRUST COMPANY, a national banking association, as trustee (the "Trustee"), HGA CORPORATION, a Delaware corporation (the "Owner"), and HG, INC., a Delaware Corporation (the "Guarantor").

W I T N E S S E T H:

WHEREAS the Trustee, the Owner and the Guarantor have entered into an Equipment Trust Agreement dated as of February 15, 1982 (the "Original Agreement"), filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 providing for the issuance thereunder of the Trust Certificates in an aggregate principal amount not exceeding \$15,773,012; and

WHEREAS the Company desires to supplement the Original Agreement in order to amend Schedule C thereto describing the payments required to amortize the aggregate principal amount of the Trust Certificates and the registered holders of not less than 66-2/3% of the aggregate unpaid principal amount of the Trust Certificates outstanding have consented to the execution and delivery of this Supplement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and in the Original Agreement, the parties hereto hereby agree as follows:

ARTICLE I.

Definitions

All terms used in this Supplement which are defined in the Original Agreement shall, for all purposes of this Supplement, have the respective meanings given them in the Original Agreement, unless the context otherwise requires.

ARTICLE II.

Amendment

Schedule C hereto is substituted in all respects for Schedule C to the Original Agreement, and all references

in the Original Agreement to "Schedule C" shall be deemed to be references to Schedule C attached hereto.

ARTICLE III.

Miscellaneous

3.1. This Supplement supplements the Original Agreement and shall be a part of and subject to all the terms thereof and, except as supplemented hereby, all the terms and provisions of the Original Agreement are hereby ratified and confirmed and shall continue in full force and effect.

3.2. This Supplement may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee, the Owner and the Guarantor have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the date first above written.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,

by

[Seal]

Authorized Officer

Attest:

Authorized Officer

HGA CORPORATION,

by

[Seal]

Authorized Officer

Attest:

Authorized Officer

HG, INC.,

by

[Seal]

Authorized Officer

Attest:

Authorized Officer

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this th day of , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[Notarial Seal]

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of HGA CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1982, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of HG, INC., that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

SCHEDULE C

Payments Required To Amortize
Aggregate Principal Amount

<u>Date</u>	<u>Total Payment</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Remaining Principal Balance</u>
9/1/82	\$1,430,689.18	\$1,297,708.36	\$132,980.82	\$15,640,031.18
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Total	\$43,024,064.40	\$27,251,052.40	\$15,773,012.00	

The undersigned registered holders of the Trust
Certificates hereby consent to the execution and delivery
of the foregoing Supplement to the Original Agreement.

UNION TANK CAR COMPANY

by

BANKERS LIFE COMPANY,

by

David L. White

David L. White

by

Richard W. Waugh
Second Vice-President - Securities Investment

Richard W. Waugh, Associate Director - Securities Investment

THE FRANKLIN LIFE INSURANCE
COMPANY,

by

by

SUN LIFE ASSURANCE COMPANY OF
CANADA,

by

by

MUTUAL SERVICE LIFE INSURANCE
COMPANY,

by

Vice President

THE LAFAYETTE LIFE INSURANCE
COMPANY,

by

Vice President-Securities

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W I T N E S S E T H:

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WHEREAS the Company desires to supplement the Original Agreement in order to amend Schedule C thereto describing the payments required to amortize the aggregate principal amount of the Trust Certificates and the registered holders of not less than 66-2/3% of the aggregate unpaid principal amount of the Trust Certificates outstanding have consented to the execution and delivery of this Supplement;

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IN WITNESS WHEREOF, the Trustee, the Owner and the Guarantor have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the date first above written.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,

by

[Seal]

Authorized Officer

Attest:

Authorized Officer

HGA CORPORATION,

by

[Seal]

Authorized Officer

Attest:

Authorized Officer

HG, INC.,

by

[Seal]

Authorized Officer

Attest:

Authorized Officer

STATE OF ILLINOIS,) ss.:
COUNTY OF COOK,)

On this th day of , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[Notarial Seal]

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of HGA CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of HG, INC., that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

SCHEDULE C

Payments Required To Amortize
Aggregate Principal Amount

<u>Date</u>	<u>Total Payment</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Remaining Principal Balance</u>
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3/1/97	1,434,254.54	109,308.08	1,324,946.46	.00
Total	\$43,024,064.40	\$27,251,052.40	\$15,773,012.00	

The undersigned registered holders of the Trust
Certificates hereby consent to the execution and delivery
of the foregoing Supplement to the Original Agreement.

UNION TANK CAR COMPANY

by _____

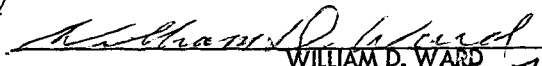
BANKERS LIFE COMPANY,

by _____

by _____

THE FRANKLIN LIFE INSURANCE
COMPANY,

by


WILLIAM D. WARD
Vice President

by


EDWARD O. COLLITON, Assistant Secretary

SUN LIFE ASSURANCE COMPANY OF
CANADA,

by _____

by _____

MUTUAL SERVICE LIFE INSURANCE
COMPANY,

by

Vice President

THE LAFAYETTE LIFE INSURANCE
COMPANY,

by

Vice President-Securities

FIRST SUPPLEMENT dated as of February 15, 1982 (the "Supplement"), to the EQUIPMENT TRUST AGREEMENT dated as of February 15, 1982, among AMERICAN NATIONAL BANK AND TRUST COMPANY, a national banking association, as trustee (the "Trustee"), HGA CORPORATION, a Delaware corporation (the "Owner"), and HG, INC., a Delaware Corporation (the "Guarantor").

W I T N E S S E T H:

WHEREAS the Trustee, the Owner and the Guarantor have entered into an Equipment Trust Agreement dated as of February 15, 1982 (the "Original Agreement"), filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 providing for the issuance thereunder of the Trust Certificates in an aggregate principal amount not exceeding \$15,773,012; and

WHEREAS the Company desires to supplement the Original Agreement in order to amend Schedule C thereto describing the payments required to amortize the aggregate principal amount of the Trust Certificates and the registered holders of not less than 66-2/3% of the aggregate unpaid principal amount of the Trust Certificates outstanding have consented to the execution and delivery of this Supplement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and in the Original Agreement, the parties hereto hereby agree as follows:

ARTICLE I.

Definitions

All terms used in this Supplement which are defined in the Original Agreement shall, for all purposes of this Supplement, have the respective meanings given them in the Original Agreement, unless the context otherwise requires.

ARTICLE II.

Amendment

Schedule C hereto is substituted in all respects for Schedule C to the Original Agreement, and all references

in the Original Agreement to "Schedule C" shall be deemed to be references to Schedule C attached hereto.

ARTICLE III.

Miscellaneous

3.1. This Supplement supplements the Original Agreement and shall be a part of and subject to all the terms thereof and, except as supplemented hereby, all the terms and provisions of the Original Agreement are hereby ratified and confirmed and shall continue in full force and effect.

3.2. This Supplement may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee, the Owner and the Guarantor have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the date first above written.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,

by

[Seal]

Authorized Officer

Attest:

Authorized Officer

HGA CORPORATION,

by

[Seal]

Authorized Officer

Attest:

Authorized Officer

HG, INC.,

by

Authorized Officer

[Seal]

Attest:

Authorized Officer

STATE OF ILLINOIS,))
COUNTY OF COOK,) ss.:

On this th day of , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[Notarial Seal]

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of HGA CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1982, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of HG, INC., that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

SCHEDULE C

Payments Required To Amortize
Aggregate Principal Amount

<u>Date</u>	<u>Total Payment</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Remaining Principal Balance</u>
9/1/82	\$1,430,689.18	\$1,297,708.36	\$132,980.82	\$15,640,031.18
3/1/83	1,434,254.31	1,290,302.57	143,951.74	15,496,079.44
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9/1/84	1,434,254.31	1,251,654.37	182,599.94	14,988,968.19
3/1/85	1,434,254.31	1,236,589.88	197,664.43	14,791,303.76
9/1/85	1,434,254.31	1,220,282.56	213,971.75	14,577,332.01
3/1/86	1,434,254.31	1,202,629.89	231,624.42	14,345,707.59
9/1/86	1,434,254.31	1,183,520.88	250,733.43	14,094,974.16
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9/1/87	1,434,254.31	1,140,443.31	293,811.00	13,529,744.22
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Total	\$43,024,064.40	\$27,251,052.40	\$15,773,012.00	

The undersigned registered holders of the Trust
Certificates hereby consent to the execution and delivery
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UNION TANK CAR COMPANY

by _____

BANKERS LIFE COMPANY,

by _____

by _____

THE FRANKLIN LIFE INSURANCE
COMPANY,

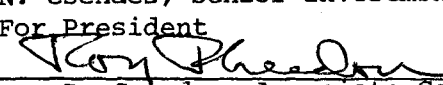
by _____

by _____

SUN LIFE ASSURANCE COMPANY OF
CANADA,

by  _____

N. Csendes, Senior Investment Officer

by  _____
For President

Roy P. Creedon, Associate Counsel
For Secretary

MUTUAL SERVICE LIFE INSURANCE
COMPANY,

by _____

Vice President

THE LAFAYETTE LIFE INSURANCE
COMPANY,

by _____

Vice President-Securities

FIRST SUPPLEMENT dated as of February 15, 1982 (the "Supplement"), to the EQUIPMENT TRUST AGREEMENT dated as of February 15, 1982, among AMERICAN NATIONAL BANK AND TRUST COMPANY, a national banking association, as trustee (the "Trustee"), HGA CORPORATION, a Delaware corporation (the "Owner"), and HG, INC., a Delaware Corporation (the "Guarantor").

W I T N E S S E T H:

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WHEREAS the Company desires to supplement the Original Agreement in order to amend Schedule C thereto describing the payments required to amortize the aggregate principal amount of the Trust Certificates and the registered holders of not less than 66-2/3% of the aggregate unpaid principal amount of the Trust Certificates outstanding have consented to the execution and delivery of this Supplement;

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3.1. This Supplement supplements the Original Agreement and shall be a part of and subject to all the terms thereof and, except as supplemented hereby, all the terms and provisions of the Original Agreement are hereby ratified and confirmed and shall continue in full force and effect.

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AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,

by

[Seal]

Authorized Officer

Attest:

Authorized Officer

HGA CORPORATION,

by

[Seal]

Authorized Officer

Attest:

Authorized Officer

HG, INC.,

by

Authorized Officer

[Seal]

Attest:

Authorized Officer

STATE OF ILLINOIS,))
COUNTY OF COOK,) ss.:

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Notary Public

[Notarial Seal]

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

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Notary Public

[Notarial Seal]

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

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Notary Public

[Notarial Seal]

SCHEDULE C

Payments Required To Amortize
Aggregate Principal Amount

<u>Date</u>	<u>Total Payment</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Remaining Principal Balance</u>
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The undersigned registered holders of the Trust
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UNION TANK CAR COMPANY

by _____

BANKERS LIFE COMPANY,

by _____

by _____

THE FRANKLIN LIFE INSURANCE
COMPANY,

by _____

by _____


SUN LIFE ASSURANCE COMPANY OF
CANADA,

by _____

by _____

MUTUAL SERVICE LIFE INSURANCE
COMPANY,

by


Vice President, Investments

THE LAFAYETTE LIFE INSURANCE
COMPANY,

by

Vice President-Securities

FIRST SUPPLEMENT dated as of February 15, 1982 (the "Supplement"), to the EQUIPMENT TRUST AGREEMENT dated as of February 15, 1982, among AMERICAN NATIONAL BANK AND TRUST COMPANY, a national banking association, as trustee (the "Trustee"), HGA CORPORATION, a Delaware corporation (the "Owner"), and HG, INC., a Delaware Corporation (the "Guarantor").

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TRUST COMPANY OF CHICAGO,

by

[Seal]

Authorized Officer

Attest:

Authorized Officer

HGA CORPORATION,

by

[Seal]

Authorized Officer

Attest:

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by

Authorized Officer

[Seal]

Attest:

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STATE OF ILLINOIS,)
) ss.:
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On this th day of , before me
personally appeared , to me
personally known, who, being by me duly sworn, says that he
is an Authorized Officer of AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, a national banking association, that one
of the seals affixed to the foregoing instrument is the seal
of said national banking association, that said instrument was
signed and sealed on behalf of said national banking associa-
tion by authority of its Board of Directors and he acknowledged
that the execution of the foregoing instrument was the free
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[Notarial Seal]

Notary Public

STATE OF ILLINOIS,))
COUNTY OF COOK,) ss.:

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of HGA CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF ILLINOIS,)
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COUNTY OF COOK,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of HG, INC., that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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SCHEDULE C

Payments Required To Amortize
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by _____

by _____

THE FRANKLIN LIFE INSURANCE
COMPANY,

by _____

by _____

SUN LIFE ASSURANCE COMPANY OF
CANADA,

by _____

by _____


MUTUAL SERVICE LIFE INSURANCE
COMPANY,

by _____

Vice President

THE LAFAYETTE LIFE INSURANCE
COMPANY,

by


Vice President-Securities